



Amendment No. 3  
to  
Contract No. PA160000054  
for  
Physical Examinations and Screenings  
between  
Capital Area Occupational Medicine  
Dba St. David's Occupational Health Services  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective November 10, 2019 through November 09, 2020. Zero options remain.
- 2.0 The total contract amount is increased by \$106,450.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/10/2016 – 11/09/2017	\$106,450.00	\$106,450.00
Amendment No. 1: Extension 1 11/10/2017 – 11/09/2018	\$106,450.00	\$212,900.00
Amendment No. 2: Extension 2 11/10/2018 – 11/09/2019	\$106,450.00	\$319,350.00
Amendment No. 3: Extension 3 11/10/2019 – 11/09/2020	\$106,450.00	\$425,800.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Chris Kadlecek 11/28/19  
Printed Name: Chris Kadlecek  
Or other Authorized Representative  
Capital Area Occupational Medicine dba  
St. David's Occupational Health Services  
918 East 32<sup>nd</sup> Street  
Austin, Texas 78705  
[Chris.kadlecek@stdavids.com](mailto:Chris.kadlecek@stdavids.com)  
512-544-8195

Sign/Date:

Erin D'Vincent 11/18/19  
Erin D'Vincent  
Procurement Supervisor  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701

*Handwritten:* 11/18/19  
*Handwritten:* Layla Mammadova  
*Handwritten:* Procurement Specialist  
*Handwritten:* 311



Amendment No. 2  
to  
Contract No. PA160000054  
for  
Physical Examinations and Screenings  
between  
Capital Area Occupational Medicine  
Dba St. David's Occupational Health Services  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective November 10, 2018 through November 09, 2019. One option will remain.
- 2.0 The total contract amount is increased by \$106,450.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/10/2016 – 11/09/17	\$106,450.00	\$106,450.00
Amendment No. 1: Extension 1 11/10/2017 – 11/09/18	\$106,450.00	\$212,900.00
Amendment No. 2: Extension 2 11/10/2018 – 11/09/19	\$106,450.00	\$319,350.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

10/25/18

Printed Name: Chris Kadlecek  
Authorized Representative

Capital Area Occupational Medicine dba  
St. David's Occupational Health Services  
918 East 32<sup>nd</sup> Street  
Austin, Texas 78705  
[Chris.kadlecek@stdavids.com](mailto:Chris.kadlecek@stdavids.com)  
512-544-8195

Sign/Date:

10-30-18

Erin D'Vincent  
Procurement Supervisor  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
to  
Contract No. PA160000054  
for  
Physical Examinations and Screenings  
between  
Capital Area Occupational Medicine  
Dba St. David's Occupational Health Services  
and the  
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective November 10, 2017 through November 09, 2018. Two options will remain.

2.0 The total contract amount is increased by \$106,450.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/10/2016 – 11/09/17	\$106,450.00	\$106,450.00
Amendment No. 1: Extension 1 11/10/2017 – 11/09/18	\$106,450.00	\$212,900.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Chris Kadlecek 10/9/17

Printed Name: Chris Kadlecek  
Or other Authorized Representative  
Capital Area Occupational Medicine dba  
St. David's Occupational Health Services  
918 East 32<sup>nd</sup> Street  
Austin, Texas 78705  
[Chris.kadlecek@stdavids.com](mailto:Chris.kadlecek@stdavids.com)  
512-544-8195

Sign/Date: Linell Goodin-Brown 10-31-17

Linell Goodin-Brown  
Contract Management Supervisor II  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
Capital Area Occupational Medicine  
DbA St. David's Occupational Health Services  
For  
Physical Examinations and Screenings  
MA PA160000054**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Capital Area Occupational Medicine dba St. David's Occupational Health Services ("Contractor"), having offices at 918 East 32nd Street, Austin, Texas 78705.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Chris Kadlecek, Phone: (512) 544-8246, Email Address: [chris.kadlecek@stdavids.com](mailto:chris.kadlecek@stdavids.com). The City's Contract Managers for the engagement shall be Karen Bitzer (Austin Fire Department), Phone: (512) 974-4131, Email Address: [Karen.Bitzer@austintexas.gov](mailto:Karen.Bitzer@austintexas.gov), and William Alderete (Austin Travis County Emergency Medical Services Department), Phone: (512) 978-0485, Email Address: [William.Alderete@austintexas.gov](mailto:William.Alderete@austintexas.gov). The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

The City desires to engage with the Contractor for the provision of annual physical examination services as well as medical screening services for cadets. These services shall be provided by Contractor for the Austin Fire Department and the Austin/Travis County Emergency Medical Services Department.

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform those tasks described in Exhibit A, Contractor's Proposal. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City.

**SECTION 3. COMPENSATION**

3.1 **Contract Amount.** In consideration for the services to be performed under this Contract per Exhibit A,



Contractor's Proposal, and at the rates listed in that Exhibit, the Contractor shall be paid an amount not to exceed \$106,450 for all fees and expenses during the initial contract term, and an amount not to exceed \$106,450 per extension option for up to three (3) extension options, for a total contract amount not to exceed \$425,800 for all fees and expenses.

### 3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Fire Department
Attn:	Accounts Payable
E-mail Address	<a href="mailto:FIREACCTSPAYABLE@austintexas.gov">FIREACCTSPAYABLE@austintexas.gov</a>

	City of Austin
Department	Austin Travis County Emergency Medical Services Department
Attn:	Accounts Payable
Address	P. O. Box 1088
City, State, Zip Code	Austin, TX 78767
E-mail Address	<a href="mailto:EMSAP@austintexas.gov">EMSAP@austintexas.gov</a>

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

### 3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

### 3.5 **Final Payment and Close-Out.**

3.5.1 The making and acceptance of final payment will constitute:

3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.5.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

## **SECTION 4. TERM AND TERMINATION**

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to three (3) additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES**

5.1 **Insurance:** The following insurance requirements apply.

### **5.1.1 General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin  
Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive data shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

5.1.2.3 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

## 5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

5.4 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

## 5.5 **Delays.**

5.5.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on



any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.5.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.6 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.6.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.6.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.6.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.7 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.8 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## SECTION 6. WARRANTIES

### 6.1 **Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

## SECTION 7. MISCELLANEOUS

7.1 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.1.1 disposal of major assets;

7.1.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.1.3 any significant termination or addition of provider contracts;

7.1.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.1.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.1.6 reorganization, reduction and/or relocation in key personnel;

7.1.7 known or anticipated sale, merger, or acquisition;

7.1.8 known, planned or anticipated stock sales;

7.1.9 any litigation against the Contractor; or

7.1.10 significant change in market share or product focus.

### 7.2 **Right To Audit.**

7.2.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.2.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.4 **Indemnity.**

7.4.1 Definitions:

7.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.4.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.6 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Roger Stricklin, Corporate Contract Administrator

P O Box 1088

To the Contractor:

Capital Area Occupational Medicine dba St. David's Occupational Health Services

ATTN: Chris Kadlecek, Director Occupational Health Services

918 E. 32<sup>nd</sup> Street

**7.7 Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**7.8 Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

**7.9 No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**7.10 Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**7.11 Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

**7.12 Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

**7.13 Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

**7.14 Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in

writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.15 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.16 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.17 **Dispute Resolution.**

7.17.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.17.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.18 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.18.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.18.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.18.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to



solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

#### **7.19 Subcontractors.**

7.19.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.19.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.19.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.19.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.19.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.19.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.19.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.19.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.19.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.20 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.21 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed

severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.22 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.23 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.24 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.25 **Incorporation of Documents. Section 0100, Standard Purchase Definitions,** is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:  
[https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)

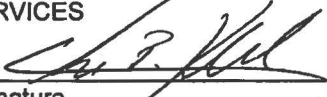
7.26 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

7.26.1 this Contract;

7.26.2 the attached Exhibits.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

CAPITAL AREA OCCUPATIONAL MEDICINE  
DBA ST. DAVID'S OCCUPATIONAL HEALTH  
SERVICES

By:   
Signature

Name: CHRIS P. KADECEK  
Printed Name

Title: DIRECTOR - OHS

Date: 11-9-16

CITY OF AUSTIN

By:   
Signature

Name: ROGER STRICKLEN  
Printed Name

Title: Corporate Contract Administrator

Date: 11-10-16

## List of Exhibits

Exhibit A	Contractor's Proposal
Exhibit B	Non Discrimination Certification, Section 0800

# **St David's** | **OCCUPATIONAL HEALTH SERVICES**

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## **Request for Professional Service Agreement**

### **City of Austin ATCEMS Physical Screenings**

**January 21, 2016**

**Submitted by:**

**St. David's Occupational Health Services  
918 East 32<sup>nd</sup> Street  
Austin, Texas 78705  
(512) 544-8195**

**Contact: Chris Kadlecsek, Jolene Shriner**



**St David's**

# **OCCUPATIONAL HEALTH SERVICES**

## **Austin Travis County EMS Personnel Physicals**

### **2016 Professional Service Agreement Fee Guidelines**

#### **Baseline / Cadet Physical:**

##### **1) Communications Medic (see attached)**

History and Physical Exam	\$80.00
Audiology Screening	\$25.00
Vision Screening (Titmus Vision)	\$15.00

**Total Package: \$120.00**

##### **2) Field Medic (see attached)**

History and Physical Exam	\$80.00
Audiology Screening	\$25.00
Vision Screening (Titmus Vision)	\$15.00
Pulmonary Function Testing (aka Spirometry)	\$35.00

**Total Package: \$155.00**

#### **Annual Physicals:**

History and Physical Exam	\$80.00
Audiology Screening	\$25.00
Vision Screening	\$15.00
Pulmonary Function Testing (aka Spirometry)	\$35.00

**Total Package: \$155.00**

#### **Common Add On or Stand Along Services:**

Tspot - IGRA TB Testing	\$ 70.00
Complete Metabolic Panel	\$ 28.00
Complete Blood Count	\$ 16.00
Chest X-ray - Single View	\$ 55.00
Blood Heavy Metal Screening	\$ 84.00
Graded Exercise Test > 45 yo	\$ 198.00
Prostate Specific Antigen	\$ 35.00
Diabetic Screening (HBA1C)	\$ 19.00
Blood Typing	\$ 13.00
Pulmonary Function Testing	\$ 35.00
Electrocardiogram	\$ 45.00

Includes completion of ATCEMS Medical Examination Forms

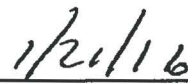
Physical, immunization, and substance abuse testing can be separated onto individual invoices

Billing Inquires: contact Valerie Moreland 512-544-8895

Account Inquiries: Contact Chris Kadlecsek 512-544-8195 or Jolene Shriner 512-544-8012

St. David's OHS fax number 512-544-8285

  
\_\_\_\_\_  
OHS Director Signature

  
\_\_\_\_\_  
Date

**St. David's Occupational Health Services: 918 E32nd Street: Austin, Texas 78705: 512-544-8195**

**St. David's**

**OCCUPATIONAL  
HEALTH SERVICES**

**Austin Fire Department  
Personnel Physicals**

**2016 Professional Services Quote**

**Baseline / Fire Cadet Physical Per NFPA 1582:**

History and Physical Exam	\$ 80.00
Audiology Screening	\$ 25.00
Vision Screening (Tiltnus Vision)	\$ 15.00
Pulmonary Function (aka Spirometry)	\$ 35.00
EKG Stress Test	\$198.00
Chest X-ray	\$ 55.00

**Annual Fire Physicals Per NFPA 1582:**

History and Physical Exam	\$80.00
Audiology Screening	\$25.00
Vision Screening	\$15.00
Pulmonary Function Testing (aka Spirometry)	\$35.00
EKG	\$45.00

**Immunizations and Innoculation testing (Contracted Pricing)**

Hepatitis A	\$ 81.00 x2 (\$162.00)
Hepatitis B	\$ 67.00 X3 (\$201.00)
TDAP	\$ 47.00 each
MMR	\$ 82.00 each
Varicella	\$132.00 each
Tspot (TB Testing)	\$ 70.00
Seasonal Flu	\$ 34.00

**Common Add On or Stand Along Services:**

Tspot - IGRA TB Testing	\$ 70.00
Complete Metabolic Panel	\$ 28.00
Complete Blood Count	\$ 16.00
Chest X-ray - Single View	\$ 55.00
Blood Heavy Metal Screening	\$ 84.00
Graded Exercise Test > 45 yo	\$ 198.00
Prostate Specific Antigen	\$ 35.00
Diabetic Screening (HBA1C)	\$ 19.00
Blood Typing	\$ 13.00
Pulmonary Function Testing	\$ 35.00
Electrocardiogram	\$ 45.00

Includes completion of Custom AFD Medical Examination Forms

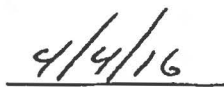
Physical, immunization, and substance abuse testing can be separated onto individual invoices

Billing Inquires: contact Valerie Moreland 512-544-8895

Account Inquiries: Contact Chris Kadlecsek 512-544-8195 or Jolene Shriner 512-544-8012

St. David's OHS fax number 512-544-8285

  
OHS Director Signature

  
Date

# **St David's** | **OCCUPATIONAL HEALTH SERVICES**

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## **Background:**

St. David's Occupational Health Services (OHS) opened in 1994 with a mission of providing employment screening and healthcare solutions to Central Texas employers.

St. David's Occupational Health Services tailored its product line to manage injured workers, meet industry regulatory standards, and reduce overall health benefit and screening costs. St. David's Occupational Health Services offers a centralized occupational health clinic and maintains a collaborative relationship with nine St. David's emergency departments for 24 hour/ 7 day a week work injury care. For years St. David's OHS has taken pride in being the provider of choice for the Austin Police Department, Texas Department of Public Safety, Texas Parks and Wildlife, and the University of Texas in addition to many other government and non-government employers. St. David's OHS works one on one with each of these employers to provide the services they require.

## **Mission:**

St. David's Healthcare's mission is "To provide exceptional care to every patient every day with a spirit of warmth, friendliness, and personal pride". St. David's Occupational Health Services embodies this approach and expands on it to recognize the responsibility of employers and the diverse nature of their employees' health needs. Our internal mission is to be the healthcare resource Central Texas employers recognize for having the answers and solutions to their employees' health requirements.

## **Values:**

**ICARE: Integrity, Compassion, Accountability, Respect and Excellence.**

The application of these values includes:

- Upholding strict medical confidentiality
- Promoting the health and safety of individuals both in the workplace and in the environment
- Maintaining impartiality
- Practicing evidence-based medicine
- Communicating

## **Services**

The St. David's Occupational Health clinic includes an on-site lab, radiology, examination rooms, and stress testing capability. In addition, St. David's Occupational Health works in conjunction with the St. David's Medical Center Pharmacy to obtain and store the quantities of vaccine required to service our healthcare providers, first responders and others benefiting from immunity to vaccine preventable diseases. St. David's Occupational Health Services currently provides physical examination, immunization, laboratory testing and substance abuse testing to over 800 employers. In addition we provide regulatory screenings and immunizations to the over 8000 employees of St. David's Healthcare.

### **Clinic Location**

St. David's Occupational Health Services  
918 E. 32<sup>nd</sup> Street  
Austin, TX 78705  
M-F 08:00-16:30

St. David's Occupational Health staff includes a Medical Director, Occupational Medicine Physician, Advance Practice Providers (Physician assistants, Nurse Practitioners), Occupational Health Nurses, Employee Health Nurses, and Medical Assistants as well as non-clinical support staff. Licenses and / or certifications of licensure are included for review as are staff biographies.

### **Record Keeping**

Records of all physicals, screenings, immunizations and blood testing are maintained in accordance to current regulations, ordinances, and contractual requirements. Fitness for Duty results will be provided to the designated ATCEMS point of contact within 72 hours of examination (pending bloodwork and test results) or by other prearranged delivery schedule (batch reporting for cadets) as per coordination with ATCEMS points of contact.

St. David's Occupational Health Services follows all HIPPA regulations to ensure the safety and confidentiality of protected patient information. Annual competency reviews are conducted for all staff. Patients are provided and may request copies of the privacy policies at any time.

### **Invoicing**

Invoicing shall be monthly and will be itemized. Each service will be identified as will the recipient. Invoicing can be separated by department or by contract (eg: Substance Abuse, Physical, Immunization / Vaccine Preventable Disease)

### **Scheduling**

St. David's OHS point of contacts will work directly with ATCEMS point of contacts to identify appointments for candidates / applicants which meets the volume and timeframe needs. St. David's OHS appreciates as much advanced notice (30 days minimal) to coordinated mass screening events and also strives to accommodate any unforeseen needs of the ATCEMS recruitment process. Annual screenings can be coordinated with ATCEMS point of contact or individual employees may call a centralized number and schedule their individual physical.

### **Insurance**

**LIABILITY/WORKERS' COMPENSATION INSURANCE**



St. David's Healthcare maintains professional liability insurance/general liability insurance issued by a carrier admitted to the State of Texas. Limits will not be less than \$5 million for professional liability and \$1 million in general liability. Evidence of insurance will be provided upon award of contract. HCA/St. David's Healthcare has elected to provide work injury benefits under the HCA Healthcare Corporation Employee Health and Safety Program Benefit Plan. The Plan compiles with state and federal laws, and is maintained for the exclusive benefits of eligible employees. Under the plan, certain medical treatment and wage replacement benefits are provided for employees for work-related, on-the-job injuries or diseases. In the event of an accidental on-the-job work related injury or disease, the plan will provide for 100% of covered reasonable and necessary medical expenses and 100% wage replacement benefits. HCA/St. David's Healthcare is a non-subscriber to the Texas Workers' Compensation Act and thus, does not provide workers' compensation insurance benefits to employees.



# **St David's** | **OCCUPATIONAL HEALTH SERVICES**

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## **CHRIS KADLECEK, PT**

Chris Kadlecek is the Director of St. David's Occupational Health Services. He has been with St. David's OHS since its inception. He obtained his Physical Therapy degree from Texas State University in 1989 and has practiced within St. David's Medical Center for the last 26 years. He possesses specialized training in ergonomic assessments and interventions, work site analysis with identification and quantification of essential functions, and in developing functional job descriptions compliant with ADA requirements. In addition to providing direct physical therapy, he is trained in performing functional capacity evaluations, stress testing, and develops the agility testing processes used during pre-placement examinations. Chris is a licensed Physical Therapist, CAOHC audiology technician, and certified in DOT drug testing.

## **DANA B MIRKIN, MD**

Dana Mirkin, MD has over 30 years of training and experience in Occupational Medicine. Dr. Mirkin completed his undergraduate work in Chemical Engineering at Purdue University, graduating with distinction. He went on to obtain his Doctor of Medicine from the University of Illinois. Dr. Mirkin spent one year as a Rotating Intern with the US Air Force Medical Center, Scott Air Force Base in Illinois prior to completing his Residency in Occupational Medicine at the University Of Cincinnati Medical Center Institute Of Environmental Health.

Upon completion of his training, Dr. Mirkin spent two years as an Occupational Medicine Consultant with the US Air Force. After a short assignment with Proctor & Gamble, Dr. Mirkin joined BP Oil. Dr. Mirkin began his 13-year career with that company as a *Regional Medical Director*. He held the position of *Regional Medical Advisor, North America* prior to leaving the company to gain additional training for more than a year as a Fellow in Medical Toxicology at Oregon Health Sciences University in Portland, Oregon.

Dr. Mirkin is a Diplomat of the American Board of Preventive Medicine (Occupational Medicine) with a subspecialty in Medical Toxicology. He is a certified Medical Review Officer (MRO).

## **CHRISTINE PEREIRA RN, FNP-C**

Christine Pereira is a fully credentialed Family Nurse Practitioner. She graduated with her Masters of Science in Nursing from Texas A&M Corpus Christi. She has over 25 years of professional nursing, with the last 15 focused in Occupational Health. Christine is a Certified Occupational Health Nurse and is also a CAOHC certified audio technician, NIOSH trained for Pulmonary Function Testing, as well as DOT breath and urine drug testing.

## **DAN GILL, RN**

Dan Gill is the Nurse Case Manager for the Occupational Health Clinic and Coordinator of the Employee Health and Safety Program for St. David's Medical Center. He graduated with a Bachelors Degree in Nursing from Texas Christian University and also a Masters Degree in Human Resources from Webster University. His professional experience includes twenty-two years in the Air Force as a nurse where he worked intensive care units, flew Air Evacuation missions from Alaska, and managed the first Bone Marrow Transplant unit in the Department of Defense. His last Air Force assignment was as the Director of Ambulatory Services at Seymour Johnson AFB, NC where he managed eight specialty clinics, an emergency room, outpatient medical records, and the Benefits Office. He deployed to Desert Shield/Storm during this assignment where he served as liaison between Omani and Saudi health care officials while setting up deployed Air Transportable Hospitals at remote desert locations. His first four years at St. David's were in the management of the St. David

Employee Health Care Plans. He has been in his current position since 1996. He oversees St. David's Medical Center employee health and work related injuries for about 7500 employees in addition to case managing work related injuries for St. David's Occupational Health company clients. Dan is also a CAOHC certified audio technician and NIOSH trained for Pulmonary Function Testing.

**DOREEN HANDZLIK, RN**

Doreen Handzlik, RN is our newest Occupational Nurse Coordinator for the Employee Health and Safety Program for St. David's Medical Center. She graduated from Sister's Hospital School of Nursing in Buffalo, New York. She has 19 years of nursing experience including, IMC, PCU, Cardiac Care Center, telemetry, medical/surgical, pain management, orthopedic recovery, interventional radiology and nephrology. She has traveled extensively around the U.S. providing exceptional care to patients in Arizona, California, Hawaii, and finally Texas. Her last travel assignment was in Austin and she decided to stay. She volunteers her time with her church, Mobile Loaves and Fishes, food banks, as well as offering her medical expertise as a Medic at the local Special Olympics. She works closely with Dan Gill providing care for the employees at St. David's and our employer clients.

**JOLENE SHRINER**

Jolene Shriner is the Operations Manager. She was with OHS from August 2005 – April 2011. After a short change of address to Florida she returned in April 2014. She is responsible for overseeing all clinical operations, new company acquisitions, and maintaining relationships with current companies. Jolene earned her Bachelors Degree in Kinesiology from SDSU in 1998. She lived and worked in San Diego, CA as an Exercise Physiologist. While working at PRN Physical Therapy, Jolene obtained her CA teacher credential in 2004 in the area of Science and Human Anatomy. She taught High School for two years. Jolene is a prior Certified Breath Alcohol technician and is re-certifying in DOT drug screens. Jolene is also a CAOHC certified audio technician and NIOSH trained for Pulmonary Function Testing.

**LEANNE SCHRAM, LP**

LeAnne Schram has been working at OHS since September 2011. She serves in the position of Clinical Services Supervisor. She is responsible for overseeing clinical operations, assisting in treatments, procedures, and examinations. She facilitates new account set-ups for employers and manages current company contracts and scheduling. LeAnne earned her Paramedic License from Burnet EMS in 1999. She native Austin and has been in the EMS field since 1988. She maintains NIOSH certifications for Pulmonary Function Testing and is a certified Breath Alcohol Testing Instructor.

**VALERIE MORELAND**

Valerie L Moreland has been an employee of St David's Occupational Health Services since August 2005 in the role of Billing Manager. This position has a variety of tasks some of which are; managing accounts receivable, preparing invoices for accounts payable, monitoring daily time records for each employee and entering their PTO/EIB requests as needed, and last but not least, reconciling the end-of-month accounting processes. She served in the same capacity at her previous employer and was there for over 13 years.

**MEET THE OHS MEDICAL TECHNICIANS:**

**Lesa Saldivar** has been with St. David's OHS since November 2005. Her responsibilities as a medical technician include: insuring quality patient care in a confidential and organized manner; assisting in treatments, procedures and examination for each patient. Lesa received her Medical Assistant certificate from Dickenson and Warren Business College in Concord, CA. She is certified in DOT drug screens, NIOSH trained for Pulmonary Function Testing, CAOHC certified audio technician, and a Certified Breath Alcohol technician. Previous to St. David's OHS Lesa worked as a Medical Assistant at Muir Diablo Occupational Health in Concord CA.

**Dorian Thomas** has been with St. David's Occupational Health for six years. His responsibilities include: insuring quality patient care in a confidential and organized manner; assisting in treatments, procedures and



examination for each patient, physicals, blood work, and drug screens. He received Medical Assistant certification at National Institute of Technology in Austin, TX. Dorian is certified in DOT drug screens, NIOSH trained for Pulmonary Function Testing, and is a Certified Breath Alcohol technician. Previously he worked for a Dr. Carla Emery office for podiatry.

#### **MEET THE OHS STAFF:**

**Shannon Buell** has been with OHS since 2007 as the Office Coordinator. She is responsible for coordinating and maintaining business office activities for OHS. She is also responsible for the coordination of registration/discharge staff, admissions/discharge processes and clinic scheduling. Shannon earned her diploma in Medical Billing and Coding/Office Administration from VCA in 2004.

**Julie Flores** is the Injury Care Specialist at the Central clinic. She has been with OHS for almost fourteen years. Her primary duties include: checking patients out, obtaining claim numbers from insurance carriers, communicating with clients, obtaining Workers Compensation information, and referring patients to specialists. Previously she worked in the hotel industry for several years. Her expertise is in customer service and billing.

**Ashley Lujan** joined the St. David's OHS clinic team in August 2014. Quickly mastering the registration process, Ashley is the first face and voice of the clinic. Her attention to detail and ability to multitask enables a smooth experience for our customers.

**Jenna Cope** joined St. David's OHS in July 2015. She has her Bachelors in Speech Pathology and is currently assisting in the scheduling / coordination of services provided through our central Occupational Health clinic.

**EXHIBIT B**  
**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

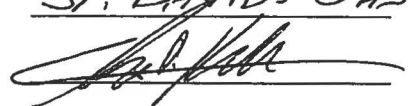
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 9<sup>TH</sup> day of NOVEMBER, 2016

CONTRACTOR  
Authorized  
Signature

ST. DAVIDS OHS  


Title

DIRECTOR - OHS



## City of Austin FSD Purchasing Office

### Certificate of Exemption

DATE: 06/15/2016

DEPT: Austin Fire

TO: Purchasing Officer or Designee

FROM: Karen Bitzer

BUYER: Erin D'Vincent

PHONE: (512) 974-4131

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☒ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☐ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters



- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- ☐ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

See attached document.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

St David's Healthcare (DBA CAPITAL AREA OCCUPATIONAL MEDICINE) provides exceptional cost effective physical examinations services, as demonstrated by its past successes with competitively awarded contracts for the City. St David's has provided occupational health evaluation services to Austin Police Department, Texas Department of Public Safety and the University of Texas. St David's offers superior customer service, centralized health clinic, flexible hours of operation. St David's offers a tailored line of services to manage injured workers, meet industry regulatory standards, and reduce overall health benefit and screening costs, St David's Healthcare staff are highly qualified and capable of providing physical examination services. St David's costs for services rendered are best available as demonstrated by past and current City contract awards for physical examinations, drug and alcohol testing and immunizations. Lastly, approval of this physical examination services contract provides the City a single servicing location and provider for physical examinations, immunizations, drug and alcohol testing services which results in effective personnel management, reduced carbon emissions and traffic congestion

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with CAPITAL AREA OCCUPATIONAL MEDICINE which will cost approximately \$ 425,800.00 (Provide estimate and/or breakdown of cost).

Recommended  
Certification

Loren Bitzer 6/23/16  
Originator Date

Approved  
Certification

[Signature] 6/24/16  
Department Director or designee Date

[Signature] 7/7/16  
Assistant City Manager / General Manager Date  
or designee (if applicable)

Purchasing Review  
(if applicable)

[Signature] Date Manager Initials  
Buyer

Exemption Authorized  
(if applicable)

Camille Lard 8/31/16  
Purchasing Officer or designee Date

02/26/2013



In accordance with the City of Austin Firefighters, Police Officers and Emergency Medical Services Personnel Civil Service Commission Rules And Regulations, Rule 5, Classification and Appointment, Paragraph 5.05. Physical and Mental Standards Sub-Paragraph A., states physical standards for appointment to a beginning position shall be those in effect at the department at the time of application. And as per EMS department guidance 300e.04, the candidate must pass a physical exam to assess the physical condition of the candidate to serve as a Medic. In addition, this service contract provides for firefighter and medic physical fitness assessments including return to duty evaluations as addressed in the National Firefighters Standard 1582.

The Fire Department and EMS share one full-time staff physician. EMS will use this contract as their primary source for cadet physicals and optional physicals support for uniformed physicals. Fire will use this contract for back-up/emergency purposes only.

This request is for a four year contract. At that point AFD and EMS would like to combine all the medical services contracts into a single contract (immunizations and drug and alcohol testing).